

Security & Facility Systems and Solutions AWARD 20191

How to Use Guidelines:

OGS is providing the following "How to Use Guidelines" to assist authorized users to correctly use the Security and Facility Systems and Solutions Contracts. These Guidelines do not relieve the Contractors and authorized users from complying with the Terms and Conditions of the awarded Contracts or with all applicable statutes, regulations, internal procurement guidelines, policies and procedures as well as control agency requirements.

I. Contract Overview:

1. Scope. These Contracts are established to provide physical security & facility products, installation, system integration and maintenance of the systems installed.

Authorized users may obtain full solutions for the security & facility products and systems identified within the selected Contract(s) including all materials, installation, labor and maintenance. This includes public works labor (New York State Labor Law Article 8) including, but not limited to:

- A. Running, pulling, and blowing of cable, fiber optics, low voltage, and line voltage (110V and greater) wiring for security systems, fire alarms, electrical distribution systems, etc.
- B. Installing chillers, boilers, air handlers, and other related Article 8 work for Integrated Microprocessor-Controlled HVAC Equipment.
- C. Installing sprinkler piping, chemical suppression systems, etc.
- D. Mounting of cameras, equipment, lighting, panels, panel boards, etc.
- E. Other public work which is necessary to establish an entire physical security or facility system and solution.

All of these systems and solutions utilize software for operation and require programming, commissioning, and integration technical services to implement. The Article 8 work is inextricably integrated to the implementation of these systems and solutions. Authorized Users are responsible for ensuring that all plans and specifications for new and upgraded fire alarms and BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment are certified and stamped by a New York State Licensed Professional Engineer or Architect as required by New York State Law, regulations and applicable Building Codes.

The Security and Facility Systems and Solutions Contracts include all products, installation, systems integration, and maintenance for several types of systems including fire alarms, CCTV security systems, alarm systems, fire suppression and sprinkler systems, and other systems that integrate with these safety systems such as building automation systems, energy management systems, integrated microprocessor-Controlled HVAC equipment, public address systems, public safety communications networks, law enforcement data capture systems, Law Enforcement Records Management Systems (RMS), and Command Center Dispatch and Monitoring systems. These systems are offered as:

- a) part of or integrated with a physical security and facility system or
- b) part of or integrated with a law enforcement, public safety or emergency response system.

These Contracts shall not be used to obtain products or services which are not part of a physical security and facility system or a law enforcement, public safety or emergency response system. Examples of what is and is not included under this contract is contained on the following chart:

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<p>Building Automation System (BAS) which is a computerized system, operating on certain communications protocols (e.g. BACNet, LonTalk, Modbus, etc.) which manages, controls, and is integrated with the Integrated Microprocessor-Controlled HVAC Equipment in a building or facility. Building Management Systems and Building Control Systems are also subcategories of Building Automation Systems.</p>	
<p>Incidental work on structural, shell and roof components for tasks such as core drilling or boring to run wire is permissible if directly related to the installation of the security & facility systems.</p>	<p>The erection, construction, or reconstruction of buildings. These Contracts shall not be used to erect, construct or reconstruct building foundations, structural walls and columns, bearing walls, floors, roofing, and other similar physical super structure and shell components of a building.</p> <p>Providing non-structural, non-bearing walls which are not provided as part of a physical security and facility system but instead to create general purpose rooms/partitions (e.g. creating a classroom).</p>
<p>Cable (coaxial & fiber optic), wire, conduit, steel boxes, hangers, etc. must only be purchased from these contracts if used in conjunction with the physical security and facility system and solutions being purchased under these contracts.</p> <p>A physical security and facility system includes an emergency telephone system or pbx system expressly and solely used:</p> <p>A. To communicate fire or health and safety emergencies directly and solely to law enforcement organizations, or</p> <p>B. To identify an individual(s)' location in the event of a fire or emergency.</p> <p>Electrical Construction which is part of/integrated with/necessary for the implementation of a physical security and facility system and solution.</p> <p>Switchgear, Automatic Transfer Switches, Vehicle Chargers and affixed Generators which are Factory Installed/Factory-provided microprocessor controlled/containing systems and are integrated with the Physical Security and Facility Systems using</p> <p>Uninterruptable Power Supply (UPS) products and systems</p>	<p>General Purpose IT/Networking/Telecom/Audio-Video: The contract does not allow for cable (coaxial & fiber optic), wire, conduit, steel boxes, hangers, etc. to be purchased from these contracts for any other purposes, including, but not limited to:</p> <p>A. General Purpose IT, Telecommunications, Networking Cabling, Fiber Optics (e.g. phone, pbx, digital centrex, digital key systems, television, cable, T-Line, general broadband, etc.)</p> <p>B. Audio-Video equipment or systems (e.g. smart boards, projectors, studio broadcasting, conference rooms, video video conferencing equipment, Theatre Screens/Displays, etc.).</p> <p>Non-security and facility systems such as Solar/Photovoltaic Systems, Energy Systems (e.g. a hydroelectric power plant), Utility lines/systems, Medical Equipment (e.g. MRIs), Standard Lighting, Standard LED Lighting, portable generators, power quality, etc. shall not be obtained through these contracts.</p> <p>Electrical Construction which is not part of/integrated with/necessary for the implementation of physical security and facility systems and solutions shall not be obtained on this contract.</p> <p>Switchgear, Automatic Transfer Switches, Vehicle Chargers and affixed Generators which are not micro-processor controlled/containing systems and/or not integrated with the Physical Security and Facility Systems.</p>
	<p>Cloud/hosted services These Contracts cannot be used to obtain any Product or Service sold as an "as a service" offering or in which Authorized User Data is transmitted, acted upon, or stored on non-Authorized User equipment. This includes, but is not limited to, hosted applications, managed security services, and off-site Data storage. Cloud services such as IaaS, PaaS, SaaS, and XaaS shall not be obtained through these Contracts.</p>

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Command Center Dispatch and Monitoring Equipment/System , which are the consoles, Video-Wall Displays, monitoring devices, etc. used to enable command centers to monitor, communicate with, and respond to information from fleet management systems, law enforcement and first responder communications.	Audio-Video Equipment. Audio-video products such as projectors for classrooms, conference rooms or video conferencing equipment that is not integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.
Electronic Article Surveillance systems used to prevent the theft, pilfering, or unauthorized removal of products using RFID tags, barcodes, applicable security/law enforcement scanners & printers, and alarm devices.	General Purpose Printers and Scanners that are not integrated with the security & facility system being purchased such as general purpose printers, scanners, (e.g. multifunction printers, document scanners).
Inmate/Jail Records Management System using a database with information regarding specific inmates (e.g. physical features, identifying characteristics, etc.). Such systems may use information on RFID tags/wristbands, tags, scanners, etc. to track the location and status of inmates in a corrections facility. These systems are often integrated with a Guard Tour Management System.	General Purpose Management Systems for the retention of court papers, contracts, and personnel files, etc., which do not qualify as law enforcement records management systems shall not be obtained through these Contracts.
Energy Management Systems (EMS) , which are a computerized system, part of or integrated with the Building Automation System which controls portions of the Integrated Microprocessor-Controlled HVAC Equipment.	
Fleet Management Tracking Systems whereby devices are placed in or affixed to vehicles owned & operated by the authorized user, and used to provide data, including, but not limited to vehicle status, location, condition, etc. to a central Command Center or other tracking location.	<p>Vehicle Acquisition and Maintenance This contract does not include the purchase, leasing, acquisition, inspection (including by DMV or other authorized personnel), maintenance, or service of vehicles of any kind.</p> <p>Roadside Check Devices where the devices are not integrated to either a total physical security & facility system or law enforcement/public safety communications network (including a Fleet Management System) shall not be obtained through these contracts.</p>

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<p>Integrated Microprocessor-Controlled HVAC Equipment such as Chillers, Rooftop Units, Boilers, Air Handlers, Fan Coils, Unit Ventilators, Heat Pumps, Remote I/O Modules, etc. which</p> <p>a) are Factory-Mounted [Installed]/Factory-Provided Microprocessor-Controlled,</p> <p>b) require technical skill to program, integrate, and commission, and</p> <p>c) are integrated with the Building Automation Systems or Energy Management System to allow the Building Automation System or Energy Management System to monitor the performance of these products by the authorized user.</p> <p>Testing and Balancing of Integrated Microprocessor-Controlled HVAC shall be when an independent vendor, which:</p> <p>a) Is certified by either the Associated Air Balance Council Bureau - AABC, Los Angeles, Cal. 90026 or by National Environmental Balancing Bureau - NEBB, Arlington, Va. 22209,</p> <p>b) Is an approved subcontractor to a contractor providing Integrated Microprocessor-Based HVAC Equipment, installation, systems integration, or maintenance; and</p> <p>c) As part of the and in conjunction with the contractor providing the aforementioned installation, systems integration, or maintenance of Integrated Microprocessor-Based HVAC Equipment;</p> <p>Cleans, tests, and balances the Integrated Microprocessor-Controlled HVAC Equipment in accordance with Code Requirements.</p>	<p>Plumbing systems This contract does not include the assembly, installation and repair of pipes, fittings, and fixtures of sewer/waste, water, and drainage systems and plumbing fixtures, such as sinks, commodes, bathtubs, showers, water fountains, water heaters hot water tanks, garbage disposal units, dishwashers, and water softeners. The repair and maintenance of plumbing by replacing washers in leaky faucets, mending burst pipes, and opening clogged drains is not allowed.</p> <p>General Ductwork, Piping, etc. shall not be obtained on these contracts.</p> <p>Chillers, rooftop units, boilers, air handlers, fan coils, unit ventilators, heat pumps, remote I/O modules, etc. which are not:</p> <p>A. Factory Installed/Factory-Provided micro-processor-controlled (included/controlled), or</p> <p>B. Which are not integrated with the Building Automation Systems or Energy Management Systems, shall not be obtained on this contract.</p> <p>Cleaning/Treatment of Cooling Towers to prevent Legionnaires Disease (DEC Category 7G) shall not be obtained on this contract.</p> <p>Cold Storage/Food Cook/Chill Systems used to warehouse and store food and beverages shall not be obtained on this contract.</p>
<p>Integrated BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment means;</p> <p>a) that the fire alarm system, cctv system, or access control system is integrated to the BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment using a device including, but not limited to, a router, gateway, Fire Alarm Interface Panel (FIAP), and/or other similar device, which utilize certain protocols (e.g. BACNet, LonTalk, Modbus, etc.) to communicate among these systems; and</p> <p>b) where the Building Automation System or fire alarm system allows for monitoring of all of these systems by the authorized user via a single platform or integrated platforms/systems.</p>	<p>BAS/EMS/HVAC Equipment that are not integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.</p>
<p>Inventory Management System shall mean an electronic, computer-based database system used for tracking inventory, and is integrated with Electronic Article Surveillance (EAS) systems. Inventory Management Systems must be integrated to existing physical security and facility systems.</p>	<p>Installation or Affixing Inventory Management tags.</p> <p>This contract does not include the purchase of services to actually place or affix the RFID tags, barcodes, as needed by an authorized user.</p>

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<p>Law Enforcement Data Capturing System means electronic devices such as scanners, mobile data terminals, handheld computers, etc. used by law enforcement to capture and track data/evidence from crime scenes, arrests, etc., which are integrated with a law enforcement, public safety or emergency response system.</p> <p>Legal Compliance: Any law enforcement data capture can only be used by authorized users in accordance with Federal and State Constitutional, Statutory, Administrative, and Case Law. However, warrantless surveillance and other prohibited actions are not permitted to be obtained from these Contracts.</p>	<p>General purpose non-security based products The contract does not allow for IT or Telecom networking, or other products which are not integrated into a physical security and facility purpose (not hardwired or affixed to buildings) or a law enforcement, public safety or emergency response system.</p> <p>Construction Scanners/Lasers which are used to determine the correct size, distance, measurements, etc. in the construction, reconstruction, alteration, repair, or maintenance of buildings, and subsystem of the same, or any other public work project.</p>
<p>Law Enforcement Records Management Systems (RMS) shall mean a computerized system which stores information regarding arrests, convictions, and other relevant information regarding crimes and criminals, including, but not limited to fingerprints, identifying physical characteristics (e.g. tattoos), etc. and is integrated with a livescan system used to capture, store and forward fingerprint or other identifying physical characteristic information.</p>	<p>General Purpose Records Management Systems which do not qualify as law enforcement records management systems shall not be obtained from these Contracts.</p>
<p>Mapping and Surveying products/systems are devices used to generate maps, topographic images, geospatial images, and other images of physical features of land.</p>	<p>Construction Scanners/Lasers which are used to determine the correct size, distance, measurements, etc. in the construction, reconstruction, alteration, repair, or maintenance of buildings, and subsystem of the same, or any other public work project.</p>
<p>Mobile Data Terminals such as specialized laptops, tablets, etc., used exclusively for fleet management, law enforcement data capture, or in-car (affixed) radio/public safety communications.</p>	<p>General Purpose IT laptops, tablets, phones, etc. that are not used exclusively for fleet management, law enforcement data capture, or in-car (affixed) radio/public safety communications shall not be obtained from these Contracts.</p>
<p>Nurse Call Systems used for multiple life-safety and emergency functions, including:</p> <ol style="list-style-type: none"> 1) Patient call for nurse help, 2) Nurse communication to patient, 3) Code Blue critical emergency call initiation, and 4) Staff Emergency call initiation. 	<p>Personnel Medical Information and Medical Records such as a Health Insurance Records Management System and the associated databases, systems, etc. shall not be obtained through this contract.</p>
<p>Personal Alarm safety devices carried or worn by employees of a state institution (e.g., Correctional Facility, OMH Facility) to provide alarm notification in the event of an emergency or potential emergency (e.g. fight, assault on an employee, etc.).</p>	
<p>Public Address Systems for delivering messages, instructions, alerts, or other communications, via speakers/loudspeakers. This system shall contain an "emergency override" or "priority override" so that any emergency notification message, alarm notification, etc. overrides any other function being performed or which could be performed by a Public Address System.</p>	<p>Use/Installation of Audio/video Equipment in Alternate Settings. Services and equipment for use and installation of audio visual systems/components such as video and audio conferencing equipment systems, theatre systems, speakers connected to a whiteboard/smart board/video screen, general theatre speakers, and portable speakers/sound systems that are not integrated with a physical security and facility system or are not part of or not integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.</p>

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<p>Time Management System means either:</p> <p>A. An analog, digital, master, or wireless time clocks which is integrated with a Public Address System or other physical security and facility system,</p> <p>B. A device hardwired or affixed to a building/facility or state property which records the entrance and exit of personnel or vehicles, in conjunction with allowing access to and from the building/facility or state property</p> <p>C. A device or system integrated with a Nurse Call or Public Address system to synchronize time for emergency and alarm notification.</p>	<p>Employee Time Management System such as punch or swipe-clocks for “time in” and “time-out” or a standalone “record-keeping” or “log” software whereby employees, managers, etc. enter their work times and absences that are not integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.</p> <p>Standalone analog, digital, master, or wireless clocks which are not integrated with a Public Address System or other physical security and facility system and solution shall not be obtained on this contract.</p>
<p>Asbestos and Pollution Abatement which is performed as part of and exclusively done for and with the installation, systems integration, or maintenance of total physical security and facility system or public safety/law enforcement communications system.</p>	<p>Asbestos and Pollution Abatement which is not done as part of the installation, systems integration, and maintenance of a total physical security and facility system and solution or public safety/law enforcement system, such as a building/facility wide asbestos abatement.</p>
<p>Security and Facility Consulting and Design Services (Including Licensed Architects and Engineers) such as the preparation of plans, specifications, drawings, etc. where these services are provided by the contractor (including via a subcontractor) in conjunction with part of a total security and facility system and solution or public safety communications systems, and</p> <p>A. The Contractor and its subcontractor(s) cannot rely on the Spearin Doctrine. All design error costs shall be borne solely by Contractor and its subcontractor(s)/partner(s); and</p> <p>B. The contractor is awarded either Lot 3 or Lot 5;</p>	<p>Standalone Consulting, Architectural, and Engineering Services where the contractor/subcontractor acts as the “Owner’s Representative” and is not providing any products, installation, integration, or maintenance of a total security and facility system/total law enforcement/public safety system and solution shall not be obtained on this contract.</p> <p>Consulting, Architectural, and Engineering Services which are for work/services/projects which does not fit the scope of RFP 20191 such as Plumbing Systems, Buildings, General Purpose Information IT and Telecom networking, Health Care, General Business Process/Organization/Management Consulting, Financial Consulting, etc. shall not be performed on this contract</p> <p>Note; For state agencies, any standalone professional architectural, engineering, or land surveying services must be procured in accordance with NYS State Finance Law Sec. 136.a.</p>
<p>Fire Suppression Systems such as Sprinkler Systems (wet, dry, pre-action), Chemical Suppression Systems, Water-based Suppression Systems, Fire Extinguishers, and Kitchen Hoods which are used to prevent and control fires by releasing a substance which either removes the heat, fuel, or oxygen necessary for a fire to spread.</p>	<p>Lawn, Gardening, and agricultural sprinklers used to water crops, plants, and horticulture shall not be obtained on this contract.</p>

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Patching (e.g. drywall) and Painting which is a) being performed as part of and in conjunction with the installation, systems integration and maintenance of total security and facility systems, and b) is: i) Removed to permit physical access to enable the installation, integration, or maintenance of a physical security and facility systems, ii) Restored to return the affected area to its previous condition only after the successful completion of the installation, integration, or maintenance of the physical security and facility system	General Painting, Patching Work of/on a building, highway, etc. shall not be obtained on this contract.
Insulating/Removing Insulation from which is a) being performed as part of and in conjunction with the installation, systems integration and maintenance of total security and facility systems, and b) is: i) Removed to permit physical access to enable the installation, integration, or maintenance of a physical security and facility systems, ii) Restored to return the affected area to its previous condition only after the successful completion of the installation, integration, or maintenance of the physical security and facility system, and iii) Installed to ensure the equipment/system which are part of a total security and facility system and solution operate in accordance with the manufacturer's recommendations and/or building codes.	Insulating/Removing Insulation from a building where the insulation is performed on an entire building or any portion thereof
Building/Facility CCTV/Cameras used to monitor or detect intrusion, motion, access/entry, exit, etc. from authorized users' physical facility premises and associated parking lots,	Toll/Revenue Collecting and Toll Violation Enforcement Cameras which are used to collect/invoice tolls, E-Z Pass, etc. shall not be obtained on these contracts. Video Conferencing, Television, General Purpose IT, and Audio/Visual cameras shall not be obtained on this contract.
	Monitoring of Emails, General Purpose IT/Telecommunications Networks, Social Media (e.g. Facebook, Twitter, etc.), Cellphones, Satellite Phones, etc. shall not be obtained on this contract.
In-Car mounting/docking stations for cameras, radios, and public safety communication network modems/routers which are part of/integrated with public safety communications networks/emergency response networks.	In car window-guards, security screens, and airbag switches shall not be obtained on this contract.
Public Safety Digital Signage System which are integrated to a physical security and facility system and shall be for delivering messages, instructions, alerts, or other communications, via the display monitor. These systems must contain an "emergency override" or "priority override" so that any emergency notification message, alarm notification, etc. overrides any other function being performed or which could be performed by a Digital Signage System.	Use/Installation/Maintenance of General Purpose IT/Networking Digital Signage/Displays which do not have an Emergency Override and are not integrated to a physical security and facility system shall not be obtained on this contract.

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	Rental/Leasing of Equipment shall not be obtained on this contract.
Radio Communications Equipment (e.g. two-way radios, repeaters, etc.)	Subscribing to FCC licenses for Radio Communications Equipment and Systems owned by a Third Party instead of purchasing these shall not be obtained on this contract.
Perimeter Fencing which a) include integrated electronic monitoring devices which detect intrusion, motion, etc., b) are integrated with the access control/surveillance system, and c) are used to create a permanent, secure perimeter/boundary to prevent unauthorized access or leaving of a facility.	Decorative Fencing, construction site fencing, temporary/portable fencing/barriers, fencing which does not include integrated electronic monitoring devices, etc. shall not be obtained on this contract
Security Office Furniture which are security consoles used for monitoring CCTV, Surveillance Camera, and other public safety and security information	Standard chairs, tables, IT consoles, etc. shall not be acquired on this contract.
Cranes and Rigging equipment/services which are used only for and in conjunction with the installation of equipment which is part of a total security and facility system and solution and listed on the published price lists for this contract where the prime contractor assumes all risk for the work performed by the crane/rigging firm.	Cranes and rigging equipment/services used to install/remove products which do not fit the scope of this contract including, but not limited to general building (e.g. structural walls, steel girders, etc.), general ductwork, general plumbing, etc. shall not be obtained on this contract.
Dismantling/removing equipment as part of a new installation/upgrade/replacement of a total security and facility system and solution where the contractor is performing (either directly or through a subcontractor), the dismantling/removing of equipment.	Demolition of Buildings, roads, and other structures shall not be obtained on this contract.
Cleaning of equipment such as cameras, chillers, etc. which is: A) Only for equipment which fits the scope of this contract, b) Specified by the manufacturer's recommended maintenance guidelines/required by code, c) Specifically done to ensure the proper functioning of the security and facility systems and solutions on this contract, and d) Performed by the prime contractor (either directly or via a qualified subcontractor)	Janitorial Services, Porter Services, cleaning of general ductwork, plumbing, grounds keeping, industrial clean, etc. shall not be obtained on this contract
Electronic Access Gates, electronic (programmed, integrated, affixed) turnstiles, electronic-locking doors (e.g. Prison Cells), Prison Sallie Ports, Overhead Doors which are integrated with an access control system, etc. may be acquired on this contract	General Purpose doors, general office doors, overhead doors which are not integrated with an access control system, portable turnstiles, etc. shall not be obtained on this contract

OGS understands that the installation, integration, or maintenance of the systems and solutions which fit the scope of this contract may include work which may incidentally affect the building (e.g. core drilling a building/boring through a building to run wire) or incidentally involve plumbing/general ductwork (e.g. moving a pipe to perform an installation, connecting an HVAC boiler to a water line, connecting a chiller to the main duct branch in a building, etc.). In these cases, the fundamental question that the authorized user should ask is: Is this work directly tied to the provision of the physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system?" If not, then the construction, reconstruction or repair work shall not be performed.

If an authorized user has any questions regarding the acceptability of any work to be performed on this contract, they should contact the contract administrator. OGS will review the question and provide a

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response, which will also be disseminated to all authorized users via the Purchaser Notification System (PNS), the Contract Award Notification, and this “How to Use” document. Note: Executive State Agencies (under the direction and control of the Governor) and which utilize the Business Center Service center should direct their inquiry to the Business Service Center first. The Business Service Center will then direct the inquiry to OGS Procurement Services.

2. Lot Structure:

Contracts are awarded by LOTS as follows:

LOT 1: Product Only

LOT 2: Product & Maintenance

LOT 3: Product, Installation, Integration & Maintenance

LOT 4: Installation Only

LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

3. Regions:

Contracts are awarded either statewide, or by regions as follows:

Regions	1	2	3	4	5	6	7	8	9
Areas	Long Island	New York	Westchester	Ulster	Albany	Adirondack	Syracuse	Finger Lakes	Buffalo
Counties	Nassau Suffolk	Bronx Kings New York Queens Richmond	Dutchess Putnam Westchester	Orange Rockland Sullivan Ulster	Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie	Clinton Essex Franklin Hamilton Saratoga Warren Washington	Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence	Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates	Alleghany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming

4. Pricing

This contract consists of a pre-qualified pool of Contractors, with “Not to Exceed” NYS Net Pricing and Total Hourly Rates. These contracts have multiple offerings of products and services. **The intent is, where possible, for authorized users to seek competition among Contractors to obtain more advantageous pricing, terms, and the most economical and efficient offerings.** OGS also recognizes that there are situations where it is not feasible to conduct competition, and has therefore provided guidance to state agencies/authorized users in those circumstances.

“‘Not to Exceed’ NYS Net Pricing” shall mean the published pricing of products on the NYS website labeled as “NYS Net Price”, which is the maximum amount a Contractor can charge an authorized user for a product, and **INCLUDES** all applicable shipping; handling, insurance and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User) Reference Appendix B, Clause 35, Shipping/Receipt of Product and Clause 36, Title/Risk of Loss for further information.

“‘Not to Exceed’ Total Hourly Rates” shall be the hourly rates listed on the NYS Pricing pages for contractors awarded Lots 2-5. All rates include travel time and costs incurred for travel to and from the site (including, but not limited to travel, meals, lodging, gas/fuel, tolls, etc.). Rates and charges for the Product, installation, systems integration, and maintenance of the Product include all travel and costs

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associated with accessing the installation site. All subcontractors must also comply with the "Not to Exceed" Total Hourly Rates and Not to Exceed' NYS Net Pricing."

5. Value Added Resellers (VARs) and Subcontractors:

All VARs and subcontractors must be pre-approved by OGS prior to use.

VARs are entities on Contracts for Lot 1 Product Only which are able to sell the products on the awarded Contract. VARs are unable to do the following:

- A. VARs cannot perform services under any of these Contracts;
- B. VARs cannot be offered/added to any Contract for Lots 2, 3, 4, and 5 or a combination of Lot 1 and Lot(s) 2, 3, 4, or 5; and
- C. VARs cannot sell/offer products which are not on the approved price list of the Contract holder, or charge above the "Not to Exceed" NYS Net Pricing for products.

Subcontractors are entities that perform services (installation, systems integration, and maintenance) under and through contract holder (Prime Contractors) awarded Contracts under Lots 2, 3, 4 and 5 or a combination of Lot 1 and Lot(s) 2, 3, 4, or 5. Subcontractors are not permitted to receive orders and remittances from authorized users directly. All orders and remittances must be sent directly to the Prime Contractor. The Prime Contractor is the single point of contact.

When Prime Contractors propose utilizing subcontractors, authorized users have the responsibility to verify the rates the Prime Contractor is charging NYS for work performed by the subcontractor (e.g. electrical installation) are equal to or lower than the "Not to Exceed" Total Hourly Rates for the Prime Contractor.

6. Prohibition on Leasing/Rental of Equipment/Deferred Payment Requirements:

Contracts awarded as a result of RFP 20191 for Lots 1, 2, and 3 are for the **PURCHASE** of equipment only. Rental/Leasing of equipment shall not be obtained this contract. A contractor may include, for purposes of installation, systems integration, or maintenance, pricing to utilize lifts or bucket trucks for their/their subcontractors' employees performing work, but not for purchase, lease, or rental by authorized users.

A contractor may offer a deferred payment option (installment payments) provided that:

- A. Title shall transfer to the authorized user after the acceptance period (See Below Sec. III), and
- B. Prior to any such agreement, the contractor shall have the following information approved by OGS and added to their NYS Net Pricing Pages:
 - i. The NYS Net Pricing for a Product
 - ii. The Price Per month
 - iii. The fixed percentage/rate of interest per month
 - iv. The price of the interest per month
 - v. The sum of the price per month and the interest price per month
 - vi. The number of months for which interest will be charged
 - vii. The total price of the product (multiplying the sum price by the number of months)
 - viii. The difference between the Total Price of the Product and the NYS Net Pricing

II. Frequently Asked Questions (FAQs) Regarding Vendor Selection Process:

The following FAQs are meant to provide broad, flexible, but definite instructions and guidance to authorized users. Where possible, authorized users should seek pricing from multiple contractors, and always attempt to obtain lower pricing based upon the specific needs at the time of purchase.

Before contacting any Contractors, authorized users should review the Scope, Lots, and Regions of these Contracts to ensure the procurement is in accordance with the Terms and Conditions of this Award.

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As used in this section, the following terms shall mean the following:

1. "Embedded Base" shall mean that a particular system is installed in a given facility, campus, law enforcement system, or across the entire authorized user.
2. "Proprietary System" shall mean a system where only one (1) Contractor is authorized to program, integrate, configure, etc., the purchased system. Some examples include, but are not limited to SimplexGrinnell, Honeywell Fire/BAS, Siemens BAS. Proprietary Systems shall not alter the terms and conditions outlined in Award 20191, including, but not limited to:
 - A. A requirement that title to all products/equipment/systems that are purchased, installed or integrated shall transfer to the authorized user upon acceptance, free of any liens or encumbrances,
 - B. The Software license Grants in the contract, and
 - C. Any other provisions of these Contracts.
3. "Standardization" shall mean when an authorized user shall select a particular Contractor based on factors, including, but not limited to pricing, qualifications, past performance, technical ability, system requirements, etc. to be utilized for a facility, campus, or entire entity.

Question # 1:

I am an authorized user which needs a new fire alarm system. We haven't standardized on a particular brand/manufacturer/contractor, and do not have an embedded base as this is a new building. Can I just go to one vendor, or should I seek competition among multiple contractors?

OGS Answer # 1:

Since you have not standardized and do not have an embedded base, you should seek competition among the Contractors, which are awarded the appropriate Lots and Regions, and offering the type of products/services you need. You may use any of the following selection methods for your mini-bid:

- A. Lowest Price
- B. Best Value
- C. Qualification-Based Selection

Question # 2:

I am an authorized user which has six buildings. In five of my buildings, we have Vendor A Proprietary Fire Alarms which holds a security and facility systems contract. We are renovating our sixth building and would like to have Vendor A provide/install their fire alarm system in this building. Is it allowable to work directly with Vendor A in this situation, or do we have to undertake a mini-bid among the contractors awarded the applicable Lot & Region?

OGS Answer # 2:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 3:

I am an authorized user that has multiple brands of BAS, EMS, and Integrated Microprocessor-Controlled HVAC Equipment contractors in various facilities. We would like to standardize on one particular system/contractor. Can we use these contracts to standardize on a particular system/brand? And if so, what do we need to do?

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OGS Answer # 3:

Yes, you can use this contract to standardize on a particular brand or contractor.

To standardize, you need to:

1. Document your existing infrastructure;
2. Document the basis for your determination to standardize on a particular brand or contractor;
3. Develop an objective and quantifiable technical evaluation tool, and, where necessary, an objective and quantifiable pricing evaluation tool; and
4. Either;
 - A. Determine one brand, Contractor, or manufacturer is the most qualified and require them to provide you:
 - a) With lower pricing than the "Not to Exceed" pricing on their contract, or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
 - b) Require the selected Contractor to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years; or
 - B. Solicit proposals from multiple Contractors who offer the systems you are seeking. You may use any of the following methods of selection:
 - a) Lowest Price,
 - b) Best Value, or
 - c) Qualification-Based Selection

Question # 4:

I am an authorized user with five buildings with the same systems, however they are being serviced by multiple contractors. We would like to standardize on a single contractor to provide all products and perform all installation, systems integration, and maintenance on our systems. Is this allowable under the contract, and if so, what do we need to do?

OGS Answer # 4:

Yes, this is allowable. You would need to:

1. Develop a Technical Justification of why you are standardizing on a particular Contractor's products and services, and
2. Use any of the following selection methods for your mini-bid among the contractors which offer and can service the products you are using:
 - A. Lowest Price
 - B. Best Value
 - C. Qualification-Based Selection

Question # 5:

I am an authorized user which has a physical presence throughout all of New York State. We have standardized on a particular manufacturer for our fire alarms. Multiple contractors offer this brand on their contract, but only one contractor ("Vendor A") has statewide coverage in the appropriate Lot. Can I standardize on this particular contractor, or do I need to undertake mini-bids in each region?

OGS Answer # 5

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,

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2. Request Vendor A to provide you with lower pricing than the “Not to Exceed” pricing on their contract or demonstrate why it can’t offer lower pricing than the “Not to Exceed” NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 6:

Vendor A installed their product offering into one of my buildings. Since they installed this product, can I have them perform the maintenance directly, without undertaking a mini-bid?

OGS Answer # 6:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A to provide you with lower pricing than the “Not to Exceed” pricing on their contract or demonstrate why it can’t offer lower pricing than the “Not to Exceed” NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 7:

Is it allowable to use a two (2) step selection process, whereby we require an initial statement of qualifications, and then only allow these contractors that meet these qualifications to proceed to the actual selection?

OGS Answer # 7:

Yes, you may undertake a two (2) step selection process, whereby you require an initial statement of qualifications, and, then allow only those Contractors that meet these qualifications, to proceed to the actual selection process of either lowest price or best value.

Question # 8:

I am a large hospital. I am looking to acquire a Building Automation System/Energy Management Systems/Integrated Microprocessor-Based HVAC Equipment. The system will be integrated with the Fire Alarm System and have the ability to integrate with the Access Control System and allow monitoring by our employees. We have not standardized on a particular Vendor/brand/manufacturer. Can we acquire these on the contract?

OGS Answer # 8:

If the Integrated Building Automation System/Energy Management System/Integrated Microprocessor-Controlled HVAC Equipment will allow for monitoring by the authorized user and also allow for the monitoring of the fire alarm, CCTV, or Access Control system by the authorized user, this can be acquired on the contract.

Since you have not standardized and do not have an embedded base, you should seek competition among the Contractors, which are awarded the appropriate Lots and Regions, and offering the type of products/services you need. You may use any of the following selection methods for your mini-bid:

- A. Lowest Price
- B. Best Value
- C. Qualification-Based Selection

Question # 9:

I am a large hospital. I am looking to obtain a new Factory-Installed/Factory-Provided Microprocessor-Based (containing) Chiller for my building. We have Vendor A’s Building Automation System/Energy

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Management System which is integrated with the Fire Alarm System in our facility. Vendor A does not offer Chillers, but will need to be involved in the Integration of the Chiller to allow for the full monitoring and control of these by the Building Automation System/Energy Management Systems. How should I proceed?

OGS Answer # 9:

Since you have not standardized and do not have an embedded base, you should seek competition among the Contractors, which are awarded the appropriate Lots and Regions, and offering the type of products/services you need. You may use any of the following selection methods for your mini-bid:

- A. Lowest Price
- B. Best Value
- C. Qualification-Based Selection

Question # 10:

I am a University. We need to upgrade our Building Automation System/Energy Management System/Factory-Installed/Factory-Provided Microprocessor-Controlled (containing) Chiller, Boiler, and . The entity providing this system will have to integrate this system with the Fire Alarm System and potentially the Access Control System. This will allow our staff to monitor all of these systems. How should we proceed?

Answer # 10:

Since you have not standardized and do not have an embedded base, you should seek competition among the Contractors, which are awarded the appropriate Lots and Regions, and offering the type of products/services you need. You may use any of the following selection methods for your mini-bid:

- A. Lowest Price
- B. Best Value
- C. Qualification-Based Selection

Question # 11:

I am a large hospital. My chiller needs to be replaced. We utilize Vendor A's Building Automation System/Energy Management System (which is integrated with the Fire Alarm System) which allows us to monitor all systems. Vendor A also manufactures chillers. Vendor A's Building Automation System/Energy Management System and Chillers are proprietary, so no other entity offers these. The Chillers offered by Vendor A includes factory installed micro-processor based and integrated with the Building Automation System/Energy Management System. Can we directly purchase our new chiller from Vendor A?

OGS Answer # 11:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A to provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 12:

I am a Psychiatric Facility. My Building Automation System/Energy Management System/HVAC system needs to be replaced. We utilize Vendor A's Fire Alarm System and Access Control System in our facility. Vendor A also manufactures Building Automation System/Energy Management Systems/HVAC Systems. Their Building Automation System includes a single platform which allows the authorized user to monitor the Fire Alarm, CCTV, Access Control, Building Automation, Energy Management, and HVAC

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System. Vendor A's products are proprietary, so no other entity offers these. Can we directly purchase our Building Automation System/Energy Management System/HVAC System from Vendor A?

OGS Answer # 12:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A to provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 13:

I am a large hospital. My Air Conditioning unit needs to be replaced. We utilize Vendor A's Building Automation System/Energy Management System (which is integrated with the Fire Alarm System) which allows us to monitor all systems. The AC unit is not integrated with the Building Automation System/Energy Management System. Can we directly purchase this from these contracts?

OGS Answer # 13:

As this Air Conditioning Unit is not integrated with the Building Automation System/Energy Management System, it cannot be purchased/installed/integrated/maintained on this contract.

Question # 14:

I am a large hospital. My split AC unit needs to be replaced. We utilize Vendor A's Building Automation System/Energy Management System (which is integrated with the Fire Alarm System) which allows us to monitor all systems. The AC unit does not include a Factory-Installed/Factory-Provided Microprocessor – control which integrates with the Building Automation System/Energy Management System. Can we directly purchase this from these contracts?

OGS Answer # 14:

As this Split AC does not include a Factory-Installed/Factory-Provided Microprocessor, it cannot be integrated with the Building Automation System/Energy Management System. As such, it cannot be purchased/installed/integrated/maintained on this contract.

Question # 15:

I am a school district. I would like to acquire an Audio System for my school theatre. The system does not have a Priority/Emergency Override capability. Can this be acquired on this contract?

OGS Answer # 15:

Since this system does not have a Priority/Emergency Override capability, it cannot be acquired on this contract.

Question # 16:

I am a school district. I would like to acquire a Digital Signage System. The system will be integrated to a CCTV and Emergency Notification/Alarm System. Whenever an alarm is activated, the alarm message shall override the Digital Signage System and the alarm message shall be displayed. Can this be acquired on this contract?

OGS Answer # 16:

Since this system is integrated with a physical security and facility system, and has an emergency override function/capability, this can be acquired on this contract.

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Question # 17:

I am a school district. I would like to lease radio repeaters, radios, and the associated FCC licenses from a contractor and pay them a monthly fee. Is this allowable under the Centralized Contract?

OGS Answer # 17:

No, this is not permitted under the contract. Contracts awarded as a result of RFP 20191 are for the purchase of equipment, not leasing/rental of equipment.

Question # 18:

I am a large hospital. We currently use these contracts for our Integrated Building Automation System/Energy Management System/Integrated Microprocessor-controlled HVAC Equipment. We wanted to know if we would use this contract to install a new branch (1000 FT) of ductwork on an expansion wing we are building and subsequently maintain all of our ductwork. Is this allowable on this contract.

OGS Answer # 18:

No, the provision, installation, and maintenance of general ductwork such as a 1000 Ft branch is not permitted on this contract.

Question # 19:

I am a Psychiatric Facility. We have asbestos in our building. In order to replace our sprinkler system, we need to abate the asbestos surrounding the sprinkler. We are not going to abate the asbestos in the entire building, but only that which surrounds the sprinkler system. Is this allowable on this contract?

OGS Answer # 19:

In this instance, since you are only performing asbestos abatement to enable you to replace your sprinkler system, and not abating asbestos throughout the building, this is allowable.

Question # 20:

I am a Housing Authority. We are interested in obtaining an non-proprietary fire alarm system. Based on our review of the contract, there is only one contractor, Vendor A, in our region which offers a non-proprietary fire alarm. Based on this, can we work with Vendor A directly?

OGS Answer # 20:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A (In particular, explain why you determined to use an open-proprietary system),
2. Request Vendor A to provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 21:

I am a New York City Agency. We are looking to solicit proposals from multiple contractors awarded Lot 3 for a fire alarm system (all products, installation, integration, and maintenance). As part of this, we want the contractors to propose/provide stamped plans/drawings of their proposed system. We have our own in-house engineers who will rate the systems/proposed offerings. Can we obtain these Architectural/Engineering Services on these contracts?

OGS Answer # 22:

In this instance, since you are obtaining these Architectural and Engineering Services as part of a total

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security and facility system and solution, and not separately as standalone consultants (Owner's Representative), these can be acquired on this contract provided that:

- A. The Contractor and its subcontractor(s) cannot rely on the Spearin Doctrine. All design error costs shall be borne solely by Contractor and its subcontractor(s)/partner(s);
- B. The contractor is awarded either Lot 3 or Lot 5 (since you are also requesting products and installation as well as systems integration),
- C. The contractor and their subcontractor cannot act as an "Owner's Representative,"
- D. The awarded contractor must provide the stamped plans/drawings and all products, installation, systems integration, and maintenance (including through the use of subcontractors), and
- E. The Architectural and Engineering services can only be for products/systems which fit the scope of this contract, and not offerings outside the scope of this contract (e.g. plumbing systems).

III. System Acceptance/Acceptance Testing:

The State defines system acceptance as the "problem free" operation of a system/solution* after it is fully furnished** for a consecutive 30 day period commencing with the first day of business after the system/solution is fully operational. At that point, the authorized user reserves the right to test for up to 30 calendar days. Should the equipment fail to operate "problem free" during the 30 day acceptance period, the Contractor will correct the problem at no cost to the authorized user and the 30 day acceptance period will begin again. "Problem free" operation applies to ALL components of the system/solution provided by the contractor but does not include problems caused by the failure of any authorized user provided premise infrastructure, failure of any authorized users provided interface or systems or erroneous software/system programming by the authorized user.

An authorized user has the discretion to increase the 30 day acceptance period. At the conclusion of the Acceptance Testing Period, the authorized user may accept the system and notify the Contractor. Upon receipt of notification of acceptance by an authorized user payment may be made and any system warranty can commence.

The contractor must, if requested by the authorized user, provide performance criteria for acceptance testing.

The Contractor must perform at the request of the authorized user or as required by applicable laws or Building Code requirements, an acceptance test which simulates the normal operating conditions of the installed equipment, system, or solution. This test must comply with all applicable Building Code or Industry Standard requirements as applicable to ensure proper performance of the system/solution by the authorized user.

Authorized users reserve the right to require additional performance and acceptance testing standards at the time of purchase. The authorized user must identify such requirements in the purchase order to the Contractor.

In the event the Authorized User runs their own testing on the Product(s) provided by Contractor prior to acceptance, authorized users shall specify such tests and data sets to be authorized user. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

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In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

*Note: "System/Solution" for this section shall mean, without limitation, all components of a physical security and facility system and solution provided under this contract by a contractor, including, but not limited to all products, installation labor, systems integration, and post-warranty remedial maintenance (see Contract Award Notification for the warranty provisions of the contracts). Products shall include, but not be limited to wiring, conduit, piping, ductwork, mounting racks/equipment, all hardware, software, sensing equipment, etc. provided, installed, and integrated by the contractor. This includes products, installation, and integration provided by subcontractors and for remedial maintenance as defined in the "Remedial Maintenance" section of the Contract Award Notification for any equipment repaired or replaced. Please also see the Contract Award Notification for the Warranty Provisions of the Contract.

**Note: "Fully furnished" for this section shall mean that all products/materials have been provided, all installation labor/services performed, all systems integration (including, but not limited to programming, engineering, commissioning, etc.) and, for remedial maintenance as defined in RFP 20191. Please see the "Remedial Maintenance" section of Contract Award Notification for Additional information.

IV. Authorized User Insurance Verification:

All contractors are required to obtain and maintain certain insurance coverages. However, contractors are only required to obtain certain insurance at the time of Purchase, unless OGS has previously determined and received the necessary Proof of Insurance Coverage. The following insurance coverages may be required by Authorized Users at the time of purchase and are the responsibility of the Authorized User to ensure the contractor (or subcontractor) complies.

1. Technology Professional Liability/Technology Errors and Omissions:

Where the contractor or subcontractor is providing Computer Related Services (see below) which fit the scope of RFP 20191 (integrated with a physical security and facility system or public safety/law enforcement communication system), contractor or subcontractor shall obtain and maintain Technology Professional Liability Technology Errors and Omissions in the amount of not less than \$2,000,000 for damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development,

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installation, distribution or maintenance, systems analysis or design, training, or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.

2. **Pollution Legal Liability**

If the work to be performed involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead, fungus and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the Contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$5,000,000.00 providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the People of the State of New York, its officers, agents, and employees and all Authorized Users of any Contract resulting from this solicitation or arising from Contractor's work. The People of the State of New York, its officers, agents, and employees and all Authorized Users of any Contract resulting from this solicitation shall be named as additional insured and coverage shall be primary.

This requirement applies to mold as well, if excluded in the commercial general liability policy. If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48 03 06 or CA 00 12 03 06) as well as proof of MCS 90.

3. **Railroad Protective Liability:**

When Work involves construction or demolition within 50 feet of rail stations, yards, tracks, or other railroad property, the contractor must delete the exclusion for work done within 50 feet of railroad property (the Railroad exclusion).